

## TERMS OF SERVICE

Broadridge Investor Communication Solutions, Inc., by itself or through its affiliates ("**Broadridge**") agrees to perform the services described in each individual purchase order, estimate, schedule or similar document (each a "**Schedule**") that incorporates by reference these Terms of Service (these "**Terms of Service**") for the client that signed such Schedule ("**Client**"). Broadridge and Client agree as follows:

**1. SERVICES TO BE PERFORMED.** Broadridge will provide Client those services set forth in each Schedule (collectively, the "**Services**") for the period set forth in the applicable Schedule and subject to the terms set forth herein and in the respective Schedule.

**2. TERM AND TERMINATION.**

- (a) The term of the engagement governed by these Terms of Service commences on the date any Schedule comes into effect and continues for the period indicated in the Schedule.
- (b) A Schedule may be terminated for cause by either Client or Broadridge, if the other party (the "**Defaulting Party**") materially breaches the Schedule or these Terms of Service, and such breach is incapable of cure or continues for more than thirty (30) days after the Defaulting Party is notified in writing specifically setting forth the details of such material breach.
- (c) The termination or expiration of a Schedule shall not (a) affect any accrued rights or liabilities of either party, or (b) affect the coming into force or the continuance in force of any provision of the Schedule or these Terms of Service that is expressly or by implication intended to come into or continue in force on or after such termination, including, but not limited to, Section 5 (Limitation of Liability), Section 6 (Broadridge Intellectual Property), Section 7 (Confidentiality and Data Security) and Section 8 (Miscellaneous), each of which shall survive the termination or expiration of any Schedule.

**3. COMPENSATION.**

- (a) Client will pay Broadridge the fees set forth in a Schedule (the "**Fees**") within thirty (30) days after Client's receipt of an invoice from Broadridge. If Client fails to pay any amounts due, Client will, upon demand, pay interest at the rate of 1.5% per month (but in no event more than the highest interest rate allowable by law) on such delinquent amounts from the due date until the date of payment. If Client reasonably and in good faith disputes an invoiced item, then Client will notify Broadridge in writing (which may be via email) prior to the invoice payment due date of the nature and basis of the dispute, and the parties will use their reasonable, good faith efforts to resolve the dispute within thirty (30) days following the invoice payment due date. Client will pay all undisputed amounts when due, and the disputed amount (or such amount as may be ultimately determined to be correct) shall be due within fifteen (15) days after the dispute is resolved.
- (b) Client is responsible for and will pay to Broadridge all third-party charges incurred by Broadridge in performing the Services, including certain third-party charges required to be paid in advance, such as postage and transportation costs.

**4. TAXES.** Client will pay all taxes applicable to the Services in connection with any Schedule, excluding taxes based on Broadridge's net income.

**5. LIMITATION OF LIABILITY.**

- (a) Broadridge's aggregate liability for any and all damages arising from or relating to any and all claims and causes of action in connection with the Services regardless of the basis on which Client is entitled to claim damages (including, without limitation breach, negligence, misrepresentation, or other contract or tort claim), shall not exceed an amount equal to the Fees (excluding pass-through charges) paid by Client to Broadridge with respect to those Services giving rise to such claim or cause of action during the twelve (12)-month period (or such lesser period if those Services have been provided for

less than twelve (12) months) immediately preceding the date of occurrence of the event upon which a claim is asserted, less any amounts previously paid by Broadridge in satisfaction or settlement of other claims applicable to those Services.

- (b) IN NO EVENT WILL BROADRIDGE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO ANY SCHEDULE OR THESE TERMS OF SERVICE (INCLUDING LOST PROFITS, DAMAGE TO REPUTATION OR LOST SAVINGS), EVEN IF FORESEEABLE AND EVEN IF BROADRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 6. BROADRIDGE INTELLECTUAL PROPERTY.

- (a) In connection with the Services, Broadridge may make available to Client certain technology, products and services of Broadridge or its licensors (in whatever form and media) (collectively, "**Broadridge Property**") that may include (i) data, materials, files, documents, reports, templates, and other content made available through, generated, obtained, incorporated in or provided in connection with the Services ("**Content**"), (ii) inventions, computer programs, software (including source code and object code), websites, processes, procedures, techniques, or methods (each, a "**Broadridge Technology**"); and (iii) any other intellectual or proprietary property or technology of Broadridge or its licensors as well any updates, upgrades, releases, deliverables, customizations, additions, alterations, configurations, derivatives, developments, improvements, modifications and enhancements to Broadridge Technology or Content (and the foregoing are expressly included within the respective definitions of Broadridge Technology and Content). Broadridge hereby grants to Client a non-exclusive, non-transferable and limited (1) right to access, display and use any non-downloadable Broadridge Technology that is provided by Broadridge to Client as all or a part of the Services (e.g., any software-as-a-service applications) only for Client's internal business purposes as further set forth in a Schedule; and (2) license to access, display and use any (x) downloadable Broadridge Technology (if any) that is identified in a Schedule and provided by Broadridge to Client for downloading or installation pursuant to such Schedule, or (z) Content as and to the extent set forth in a Schedule (which access to and use of downloadable Broadridge Technology or Content shall be for Client's internal business purposes only unless otherwise expressly set forth in a Schedule). All rights and licenses granted hereunder end upon termination or expiration of the applicable Schedule.
- (b) All current and future rights in and to any Broadridge Property, and any patents, copyrights, trademarks, service marks, trade secrets, know-how and other intellectual or proprietary rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to the foregoing shall, as between Client and Broadridge, at all times be and remain the sole and exclusive property of Broadridge. Other than the rights expressly granted to Client pursuant to these Terms of Service or a Schedule, no right, license or permission shall be created by implication or estoppel as a result of these Terms of Service. All rights not expressly granted by Broadridge herein are reserved. Client shall not modify, copy, distribute, transmit, display, publish, license, reverse engineer, disassemble, decompile, attempt to discover or derive the source code of, reverse compile, convert to another programming language, create derivative works or transfer any Broadridge Property, in whole or in part, nor allow unauthorized third parties to access or use any Broadridge Property. Broadridge reserves the right, without prior notice, to prohibit any further access to any Broadridge Property where Broadridge determines, in its sole discretion, that Client has violated this Section.
- (c) With respect to access to any Broadridge Technology or Service of Broadridge or its licensors ("**Broadridge Technology Service**") where Client controls authentication, including but not limited to a log-in identification and password, federated single sign-on capabilities (SAML), API access and certificate-based authentication protocols, Client shall be solely responsible for the provisioning and de-provisioning (except for those Services where Broadridge is explicitly responsible for provisioning and de-provisioning), distribution, selection, use and safeguarding of all identifying credentials in its control,

and for the verification of the identity of each user or machine and its level of authorization to access any Broadridge Technology Service. Client will use any authentication feature only in accordance with the reasonable instructions established by Broadridge from time to time and communicated in writing to Client. Client will notify Broadridge immediately upon the occurrence of a security incident that compromises any identifying credentials (whether controlled by Client or provided by Broadridge), regardless of whether Client can determine whether any credential has been used without authorization. Client shall be responsible and shall hold Broadridge harmless for any unauthorized access to or use of any Broadridge Technology Service in violation of this Section.

- (d) EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN OR IN A SCHEDULE, BROADRIDGE PROPERTY IS PROVIDED “AS-IS,” ON AN “AS AVAILABLE” BASIS, AND BROADRIDGE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, CONCERNING THE SERVICES OR ANY BROADRIDGE PROPERTY. BROADRIDGE DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED BY BROADRIDGE AND WAIVED BY CLIENT. NONE OF BROADRIDGE, ITS AFFILIATES OR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE.

## 7. CONFIDENTIALITY AND DATA SECURITY.

- (a) In connection with the Services and any contemplated Services, each party is expected to exchange certain information with the other (the providing party, the “**Provider**” and the receiving party, the “**Receiver**”), which may include information relating to trade secrets, systems, procedures, confidential reports, customer lists, cost information, pricing information, security procedures, shareholder lists, commission schedules, sales and/or trading strategies, computer software and tapes, programs, source codes or financial information (collectively, “**Confidential Information**”). These Terms of Service are Confidential Information and shall not be disclosed to third parties, except in accordance with the terms of this Section 7. Client, as Provider, agrees that it will only disclose information necessary for Broadridge to perform the Services contemplated by a Schedule. The Receiver agrees that it will use the same degree of care as it uses with respect to its own Confidential Information of like importance, but no less than reasonable care, to avoid disclosure or use of the Provider’s Confidential Information. The Receiver may disclose the Confidential Information to its employees, agents and affiliates who in the Receiver’s commercially reasonable judgment have a specific and demonstrable need to know such Confidential Information solely in connection with performing the Services and who are subject to confidentiality obligations materially consistent with these Terms of Service. The Receiver will have the right to disclose Confidential Information necessary for compliance with any legal or regulatory requirement, including a court order, statute, law, rule, regulation, subpoena or other similar requirement of a competent governmental body, exchange organization or other regulatory authority.
- (b) Nothing contained herein shall restrict or impair the Receiver’s right to use, disclose or otherwise deal with: (i) Confidential Information, other than Personal Information, which at the time of its disclosure, is part of the public domain other than as a result of, directly or indirectly, any violation of these Terms of Service by the Receiver or its representatives; (ii) Confidential Information which the Receiver can show was in its possession, or the possession of its parent, subsidiary or affiliate, at the time of disclosure and which was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; (iii) Confidential Information that is independently acquired or developed by the Receiver or any parent, subsidiary or affiliate without violation of the Receiver’s obligations hereunder; or (iv) where Broadridge is the Receiver, aggregated and/or statistical data (excluding third-party licensed data) created or received in the course of providing Services, provided that any such use does not disclose Client’s identity or any Personal Information.
- (c) Personal Information provided by or on behalf of Client to Broadridge is Confidential Information. “**Personal Information**” means information that can be used to identify or is related to an identified person, including without limitation, name, address, contact information, age, gender, income, marital

status, finances, health, employment, social security number and trading or voting activity or history, but does not include publicly available information.

- (d) With respect to any Personal Information provided by Client to Broadridge, and for so long as such Personal Information is in the possession of or under the control of Broadridge, Broadridge agrees to undertake and maintain security procedures, including administrative, technical and physical safeguards, that are reasonably designed to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; and (iii) protect against unauthorized access to or use of Personal Information, including in connection with its disposal. Broadridge will not use Personal Information except in connection with providing the Services under any Schedule.
- (e) Except as set forth herein, each party acknowledges that it will have no right of ownership, or title in or to the other party's Confidential Information. Broadridge is hereby granted a royalty-free, worldwide, perpetual, irrevocable license, including the right to grant sublicenses, to use or incorporate into the Services and the Broadridge Property any suggestions, ideas, enhancement requests, feedback, or recommendations provided to Broadridge by Client or its users relating to the Services or the Broadridge Property.
- (f) To the extent Broadridge processes Personal Information as a service provider to Client, Broadridge will comply with the Applicable Privacy Law Annex, a current version of which is available at [https://www.broadridge.com/assets/pdf/broadridge-2019-privacy\\_applicable\\_privacy\\_law\\_annex.pdf](https://www.broadridge.com/assets/pdf/broadridge-2019-privacy_applicable_privacy_law_annex.pdf).
- (g) Client will promptly notify Broadridge at [security@broadridge.com](mailto:security@broadridge.com) in the event Client becomes aware of an actual or reasonably suspected material interference (e.g., a ransomware or DDOS attack) or other cybersecurity incident impacting or reasonably likely to impact the networks, systems, sites, databases, servers, electronic or other media or technology ("Systems") of Client with which Broadridge Systems interact or are connected, directly or indirectly (a "Client Security Breach"), regardless of whether Client has determined if Broadridge Systems have been affected. Client shall cooperate with Broadridge in providing information necessary to enable Broadridge to comply with all applicable laws. In the event of a Client Security Breach, whether first notified by Client or another source, Broadridge will determine, in its sole discretion, whether to disconnect from Client's Systems to preserve the integrity of Broadridge systems and services, in which case Broadridge will not be responsible for any delay or failure of the Services or Broadridge System (including any applicable service level agreements), and Client will remain responsible for applicable service fees. Broadridge will reconnect with Client Systems on a mutually agreed timeline following resolution of the incident, provided that Client has cooperated with Broadridge's reasonable requests related thereto (e.g., due diligence questions, written attestation). The foregoing is in addition to and remains subject to the parties' obligations under this Agreement with respect to Confidential Information. "Prompt", for the purposes of this paragraph, means as soon after the event is identified without impacting the necessary actions needed to contain and mitigate the continuation of the event, not to exceed 24 hours.

## 8. MISCELLANEOUS.

- (a) No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms of Service or any Schedule for any failure or delay in complying with or performing any term of these Terms of Service or any Schedule, to the extent such failure or delay is in connection with any act, event or circumstance beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) pandemics or other viral outbreaks; (iii) catastrophic weather conditions, wildfires, earthquakes, or solar storms; (iv) government hostilities, terrorist threats or acts or civil unrest; (v) action by any governmental authority; (vi) labor stoppages or slowdowns, or other industrial disturbances; and (vii) disruptions to infrastructure including power, communication, cloud providers and transportation (each of the foregoing, a "**Force Majeure Event**"). Client's failure to timely make payment

will not be deemed to be a Force Majeure Event. Performance times under any Schedule will be automatically extended for a period of time equal to the time lost because of any Force Majeure Event under this Section.

- (b) Broadridge provides, or will in the future provide, certain of its Services within cloud computing environments provided and/or managed by third parties such as Amazon Web Services, or other reputable cloud providers. Broadridge maintains a program to actively manage its cloud providers and assess how they secure and protect the information and data that Broadridge stores and processes in their respective clouds, including obtaining and reviewing each provider's most current applicable SOC report(s) and mapping Broadridge's information security policy to the controls and associated testing results contained in such SOC report(s). To the extent applicable to any Services provided to Client, Broadridge will make such SOC report(s) available to Client, which may require Client to create an account with such provider to view such report(s) or request such report(s) directly from such cloud provider.
- (c) Broadridge and Client shall each be responsible for complying with all laws, rules, and governmental regulations applicable to it, including, without limitation, the rules and regulations of the NYSE, the SEC and any other applicable exchange organization or regulatory authority ("**Applicable Laws**"). Client is responsible for any use it may make of the Services to assist it in complying with Applicable Laws, and Broadridge does not have any responsibility relating thereto (including, without limitation, advising Client of Client's responsibilities in complying with Applicable Laws). Client hereby acknowledges that Broadridge will be unable to perform the Services unless Client performs in a timely manner its obligations under these Terms of Service and any Schedule and pursuant to Applicable Laws.
- (d) These Terms of Service, together with each Schedule executed by Broadridge and Client, contain the entire agreement and understanding of the parties with respect to their subject matter and supersede all existing agreements and all other oral, written or other communications between the parties concerning the subject matter, including without limitation, any non-disclosure agreement(s) between the parties. Neither these Terms of Service nor any Schedule may be modified in any way except by a writing signed by both parties.
- (e) These Terms of Service may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld, except to an affiliate in connection with a corporate restructuring. These Terms of Service and any Schedule are made solely for the benefit of Broadridge and of Client and shall be binding upon and shall inure to the benefit of each party and their respective successors and permitted assigns. No other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of these Terms of Service or any Schedule as a third-party beneficiary or otherwise.
- (f) If any provision of these Terms of Service or any Schedule (or any portion hereof or thereof) is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder shall not in any way be affected or impaired thereby.
- (g) All notices will be in writing and will be forwarded by registered or certified mail and sent to Broadridge or to Client at the addresses set forth in the applicable Schedule or to any other address designated in writing hereafter. Any notice to Broadridge shall be sent Attention: President and shall include a copy in writing to Broadridge Financial Solutions, Inc., 2 Gateway Center, Newark, New Jersey 07102, with a copy via email sent to [legalnotices@broadridge.com](mailto:legalnotices@broadridge.com), in each case, Attention: General Counsel.
- (h) The headings in these Terms of Service are intended for convenience and shall not affect their interpretation.
- (i) These Terms of Service and each Schedule is governed in all respects by the laws of the State of New York applicable to agreements wholly executed and performed therein. The parties hereby irrevocably

submit to the jurisdiction of any state or federal court sitting in New York County, New York over any suit, action or proceeding arising out of or relating to these Terms of Service or to any Schedule.

- (j) THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- (k) Broadridge makes no representation that the Services are appropriate or available for use outside the United States, and access to the Services from territories where the Services are illegal is prohibited. Client is solely responsible for compliance with all local laws in connection with its use of the Services.
- (l) Upon consent of Client, which will not be unreasonably withheld, Broadridge is permitted to make a public statement (including, without limitation, a press release, media statement, case study or the like) regarding the existence of any Schedule.

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